

**AGREEMENT**  
**BETWEEN**  
**THE OFFICE OF THE**  
**BERGEN COUNTY PROSECUTOR**  
**AND**  
**UNITED PUBLIC SERVICE EMPLOYEES UNION**

**FOR**

**CALENDAR YEARS:**

**2006**

**2007**

**2008**

**2009**

**2010**

**APPROVED**

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## SCHEDULE

## PREAMBLE

THIS AGREEMENT, made this 9<sup>TH</sup> day of MAY, 2007, between THE OFFICE OF THE BERGEN COUNTY PROSECUTOR, hereinafter referred to as "Prosecutor" or "BCPO" or "Employer," and the United Public Service Employees Union, hereinafter referred to as the "Union".

WHEREAS, the parties have carried on collective bargaining for the purpose of developing a contract covering wages, hours of work and all other conditions of employment for white-collar employees:

NOW, THEREFORE, the parties agree as follows:

## ARTICLE I

### RECOGNITION AND DEFINITIONS

The Prosecutor hereby recognizes the Union as the exclusive representative of the employees in the negotiating unit of all "white-collar" employees employed by the Prosecutor, but excluding all employees not part of the classified service (as that term is defined by the N.J. Department of Personnel) and all employees generally considered to be investigative, professional, agents, managerial, seasonal or per diem employees. Attached hereto as Schedule A is a list of all titles covered by this Agreement.

### ARTICLE I (A)

### FUNDING OF AGREEMENT

Notwithstanding that the Bergen County Prosecutor's Office is "the public employer" party to this Agreement, the Union recognizes that it is the position of the BCPO that the Bergen County Board of Chosen Freeholders is legally

obligated by N.J.S.A. 2A:158-7 to pay necessary expenses incurred by the Prosecutor in fulfilling his/her statutory responsibilities.

## ARTICLE II

### TERM OF AGREEMENT

This Agreement shall be in force from January 1, 2006 through December 31, 2010 or until such time as a successor Agreement is executed.

## ARTICLE III

### COLLECTIVE NEGOTIATING PROCEDURE

- A. Collective negotiations with respect to rates of pay, hours of work or other conditions of employment shall be conducted by the duly authorized negotiating agent of each of the parties. Not more than three (3) representatives of each party, plus counsel and two (2) experts shall participate in collective negotiating meetings, except by consent of both parties.
- B. Collective negotiations for the contract period beginning January 1, 2011 shall commence in accordance with rules and regulations of the Public Employment Relations Commission.
- C. Negotiating sessions shall begin and terminate at times mutually convenient for representatives of both parties and the Union representatives (not exceeding the number shown in Section A) on duty during the periods agreed upon for negotiations shall be permitted to attend that negotiating session and subsequent regularly scheduled negotiating sessions without loss of pay. No other payment will be made to Union representatives for the negotiating sessions. If an emergency occurs during negotiations, the negotiations may be terminated at that time and rescheduled for another date.

## **ARTICLE IV**

### **MANAGEMENT RIGHTS**

- A. Nothing in this contract shall abrogate management rights of the Prosecutor. Except as otherwise provided herein, the Prosecutor retains the exclusive right to hire, direct and schedule the work force; to terminate or otherwise discipline employees; to plan, direct and control operations; to discontinue, reorganize or combine any department with any consequent reduction or other changes in the working force observing demotional rights established by New Jersey Department of Personnel procedures; to introduce new or improved methods or facilities regardless of, whether or not the same cause a reduction in the working force; and in all respects to carry out the ordinary and customary functions of management and prerogatives reserved solely to the discretion of the Prosecutor by the terms of this Agreement. No management prerogative reserved solely to the discretion of the Prosecutor by the terms of this Agreement shall be made the subject of a grievance.
- B. See Appendix B to this contract, which shall be part hereof.

## **ARTICLE V**

### **DISCRIMINATION AND COERCION**

- A. There shall be no discrimination, interference or coercion by the Prosecutor or any of his/her agents/members against the employees represented by the Union because of membership or activity in the Union. Neither the Union nor any of its agents shall intimidate or coerce employees into membership.
- B. Neither the Prosecutor nor the Union shall unlawfully discriminate against any employee because of race, creed, age, color, sex, national origin or any other unlawful factor.

## ARTICLE VI

### SALARIES AND WAGES

- A. Effective, January 1, 2006, each employee shall receive a wage increase of 3.95% over the employee's base salary rate as of the last payroll period of 2005.
- B. Effective January 1, 2007, each employee shall receive a wage increase of 3.95% over the employee's base salary rate as of the last payroll period of 2006.
- C. Effective January 1, 2008, each employee shall receive a wage increase of 3.95% over the employee's base salary rate as of the last payroll period of 2007.
- D. Effective January 1, 2009, each employee shall receive a wage increase of 3.95% over the employee's base salary rate as of the last payroll period of 2008.
- E. Effective January 1, 2010, each employee shall receive a wage increase of 3.95% over the employee's base salary rate as of the last payroll period of 2009.
- F. Anything to the contrary in Paragraphs A through E above notwithstanding, no employee shall receive a salary increase before the first anniversary of his/her date of hire. On the first anniversary of his/her date of hire, he/she shall receive a salary increase of the same percentage as received by the unit at large in that calendar year. After new employees have received their first salary increase on the first anniversary of their date of hire, they shall receive increases in accordance with Paragraphs A through E above.
- G. All increases in 2006 are retroactive to January 1, 2006 and shall be given to employees that were on the Prosecutor's payroll for the calendar year 2006, except for those new hires in 2006. All increases in 2007 are retroactive to January 1, 2007 and shall be given to employees that were on the Prosecutor's payroll for the calendar year 2007, except for those new hires in 2007. The new hires are subject to the existing language of this Agreement.
- H. Shift Differential
  - 1. In the event that, during the course of the Agreement, any employees shall be required to work shifts, they shall be paid a shift differential of sixty-five cents (\$.65) per hour for the late afternoon/evening shift in 2006 and

- seventy cents (\$.70) per hour for the late afternoon/evening shift in 2007; differential of seventy-five cents (\$.75) per hour for the late evening/early morning shift (12 midnight), if they work either shift in 2006 and differential of eighty-cents (\$.80) per hour for the late evening/early morning shift (12 midnight) in 2007. The differential amounts set forth for 2007 shall remain in effect for the remainder of the contract term.
2. In the event employees eligible for shift differential are required to work overtime, their overtime shall be computed with a combination of base pay and shift differential, effective January 1, 2007.
  3. Employees who are not eligible for overtime or compensatory time off shall not be eligible for shift differential.
- I. If an employee is promoted or transferred to a title in a grade higher than the grade at which the employee's former title was located, the employee shall receive a salary increase in an amount equal to five percent (5%) of the employee's salary before the promotion or transfer occurred. If the Prosecutor wishes to grant the employee a salary increase greater than as set forth herein, the Prosecutor shall notify the Union of such action prior to the date of approval.
- J. Salary increases afforded herein are in recognition of the specialized category of work performed by employees of the Office of the Prosecutor.
- K. The minimum salaries covered by this Agreement shall be increased by \$900.00/year and shall be as follows: (1) 2006-\$21,400.00; (2) 2007-\$22,300.00; (3) 2008-\$23,200.00; (4) 2009-\$24,100.00; and, (5) 2010-\$25,000.00. All personnel at the minimum salary will receive a salary increase of 3.95% or \$900.00, whichever is greater.

## **ARTICLE VII**

### **LONGEVITY**

- A. (1) During the term of this Agreement, payments shall be made to employees with unbroken, continuous long-term service to the Prosecutor and/or the County as follows:
  - a. Employees completed 72 months (6 years) of service shall receive \$400.00;
  - b. Employees completing 108 months (9 years) of service shall receive \$600.00;
  - c. Employees completing 168 months (14 years) of service shall receive \$1,000.00;
  - d. Employees completing 204 months (17 years) of service shall receive \$1,250.00, effective January 1, 2006.
- (2) Effective January 1, 2006, a new category shall be created:  
Employees completing 276 months (23 years) of service shall receive \$1,500.00.
- B. Employees must work a minimum of twenty (20) hours per week to be eligible for longevity. They will receive that proportion of the longevity payment represented by the percentage of their hours of work compared to the standard work week.
- C. Seasonal and per diem employees shall not be entitled to longevity.

## **ARTICLE VIII**

### **HEALTH BENEFITS**

- A. Part-time employees who regularly work less than twenty (20) hours a week, seasonal and per diem employees, temporary employees and unpaid interns shall not be entitled to these benefits.
- B. Basic Medical/Hospital

1. Premiums for the current Medical Insurance Plan, which is the County of Bergen Self Insured Health Plan administered by Horizon Blue Cross Blue Shield previously provided to BCPO employees and their eligible dependents, shall continue to be paid by the Employer. Employees must regularly work at least twenty (20) hours per week to be eligible for such coverage. The Prosecutor reserves the right in his/her sole discretion to change insurance carriers or the plan at any time provided the coverage is substantially equivalent to that which is presently in effect. The BCPO will notify the Union no less than thirty (30) days in advance of its intent to make any such change.

C. Dental

1. The Employer shall provide a Dental Benefits Insurance Program during the term of this agreement sponsored by the New Jersey Dental Service Plan, Inc., being described as DELTA Dental Plan of New Jersey, Inc., Program 11-B, which plan provides for maximum annual benefits in the amount of \$1,000.00 for dental services and maximum annual benefits of \$1,000.00 for orthodontic services with a twenty-five dollar (\$25.00) deductible, per patient, per calendar year with co-payment thereafter based upon stated percentages of usual and customary rates. All insurance premiums for coverage under the dental plan shall be paid by the Employer. The Prosecutor reserves the right in his/her sole discretion to change insurance carriers or the plan at any time provided that the coverage is substantially equivalent to that which is presently in effect. The Employer will notify the Union no less than thirty (30) days in advance of its intent to make any such change. As of January 1, 2006, the maximum benefit shall be increased to \$1,100.00 and, as of January 1, 2008, the maximum benefit shall be increased to \$1,300.00.
2. In the event the County of Bergen provides its employees with an improved dental program, the parties agree to reopen negotiations for the purpose of inclusion of such enhanced benefits.

D. Disability

1. The Prosecutor shall provide a disability benefits insurance program during the term of this agreement sponsored by John Hancock Mutual Life Insurance Company or a company agreeable to both parties, subject to the following conditions:
  - a. The premium shall be paid in the following proportion: Prosecutor - \$5.50; Employee - \$3.40. Any increase in the premium over the premium stated herein shall be paid fifty percent (50%) by the Prosecutor and fifty percent (50%) by the employee. Employees who choose to join the program shall make payment through payroll deductions; it is understood and agreed that no employee shall be obliged to participate in said program.
  - b. The benefits to be provided shall be those as provided during the year 2000, except the waiting period shall be reduced to thirty (30) days. The plan shall include benefits of seventy percent (70%) of the employee's weekly wage to a maximum of \$150.00 per week with a maximum of fifty-two (52) weeks of payments. The plan shall cover disability due to pregnancy.
  - c. An employee who becomes eligible for disability payments and who has sick leave accumulated shall be entitled to receive the disability payment, plus that amount of sick time required to give him/her his/her normal biweekly pay.
  - d. An employee who is disabled within the meaning of the Disability Benefits Insurance Program and who has exhausted all paid leave due him/her may appeal to the Prosecutor for continuation of coverage under the Medical Insurance Plan, the Dental Program, the Disability Program, the Prescription Program and the Eye Care Plan at the expense of the employer until either the employee is no longer disabled or a period of fifty-two (52) weeks has elapsed from the date of the exhaustion of all paid leave, whichever occurs first. The Prosecutor shall have the authority in his/her sole discretion either to provide for a continuation of health benefits

coverage or to allow the coverage to lapse unless otherwise required by law.

2. Effective January 1, 2007, the Prosecutor will pay for the full cost of the premiums of County's disability plan, with a maximum weekly benefit as established in said plan. The Prosecutor will offer the employees the right to purchase up to State minimum through payroll deduction at no premium cost to the Prosecutor.
3. The Employer reserves the right at its sole discretion to change insurance carriers or plan at any time provided that the coverage is substantially equivalent to that which is presently in effect. The Employer will notify the Union no less than thirty (30) days in advance of its intent to make any such change.

E. Prescription

1. The Prosecutor shall provide a prescription payment benefits insurance program during the term of this Agreement in accordance with the following:
  - a. The prescription co-payments for all employees hired prior to September 1, 2001, shall be \$2.00 for generic drugs/name-brand drugs. The plan shall provide equal coverage as that provided to the employees represented by P.B.A. Local 221 of the B.C.P.O.
  - b. The prescription co-payments for all employees hired after August 31, 2001 shall be \$5.00 for generic drugs/\$15.00 for name-brand drugs. The Plan, in all other respects, shall provide equal coverage as that provided to employees represented by P.B.A. Local 221 of the B.C.P.O.
  - c. Each prescription shall be for a supply of medication not to exceed thirty (30) days.
  - d. The Employer shall pay the full premium.
  - e. This benefit shall be provided to all employees who work twenty (20) hours a week or more and is effective upon three (3) months after an employee's hire date.

2.
  - a. All employees with a \$2.00 co-pay for generic drugs/brand name drugs (hired prior to September 1, 2001) (as set forth in Section E.1.a. above) shall maintain the \$2.00 co-pay until December 31, 2008 as it relates to non-mail order. Thereafter, such employees shall have the \$5.00 generic drugs/\$15.00 brand name drugs plan that all other unit employees have as it relates to non-mail order prescription (see Section E 3 below, except as it is also amended below. (Section E.2.c.)
    - b. All other employees not referenced in Section E.2. a above will remain a \$5.00 co-pay for generic drugs/\$15.00 brand name drugs prescription for non-mail order prescriptions, which is subject to the provisions of Section E.2.c. below.
    - c. If any County employees' unit increases their prescription co-pay above the \$5.00 generic drugs/\$15.00 brand name drugs (for non-mail order prescriptions) subsequent to December 31, 2008, then the parties to this collective bargaining agreement shall reopen the contract as to prescription drug co-pays only.
  3. Effective July 1, 2007, all employees covered by this Agreement, regardless of when they were hired, shall have the following prescription co-payments for mail order prescriptions:
    - \$7.50 co-pay generic (90 day mail order supply);
    - \$15.00 co-pay brand name (90 day mail order supply).
  4. The Employer reserves the right in its sole discretion to change insurance carriers or the program at any time provided that the coverage is substantially equivalent to that which is already in effect. The Employer will notify the Union no less than thirty (30) days in advance of its intent to make any such change.

F. Eye Care

The Employer shall reimburse employees for expenses incurred by the Employee, their spouse and dependent children for eye care, subject to the following:

- a. The expenses shall have been incurred to a recognized supplier of eye care (e.g. physician, optometrist, laboratory, supplier of eye glasses or contact lenses, etc.); and,
- b. A bill for the expense or proof of the expenditure together with a voucher signed by the employee shall have been submitted to the Prosecutor; and,
- c. The expense is not covered by any other insurance program supplied by the Prosecutor under this Agreement; and,
- d. The total reimbursement by the Prosecutor (for the Employee, his/her spouse and his/her eligible dependants combined) shall not exceed four hundred dollars (\$400.00) for 2006 and 2007; four hundred fifty dollars (\$450.00) for 2008 and 2009; and two hundred twenty-five (\$225.00) in 2010.
- e. To be eligible for this benefit, an employee must have six (6) months of service with the Prosecutor.

## **ARTICLE IX**

### **PERSONAL LEAVE**

- A. Each employee in the bargaining unit shall be entitled to take three (3) personal days in each year of this Agreement. Personal leave days may not be accrued. The Prosecutor or his/her designee must be notified in advance and, except in case of emergency, prior approval of the Prosecutor of his/her designee must be obtained.
- B. Part-time employees (more than 20 hours per work week) shall receive personal days on a pro-rated basis. Any hours in excess of a full day for the part-time employee shall be credited to other approved leave time.
- C. Seasonal and per diem employees are not eligible.
- D. Employees must be employed for the Prosecutor for three (3) months before becoming eligible for personal leave.

## ARTICLE X

### WORK SCHEDULE, OVERTIME

#### A. Work Schedule

1. The standard work week for new hires, as of September 1, 2001, shall be 37  $\frac{1}{2}$  hours, five (5) days, Monday through Friday, from 9:00 a.m. to 5:00 p.m. or from 8:30 a.m. to 4:30 p.m., with a half (1/2) hour unpaid lunch. Employees who worked forty (40) hours per week prior to the effective date of this Agreement shall continue to work such hours. All employees who work thirty-two and one-half (32  $\frac{1}{2}$ ) hours prior to the effective date of this Agreement shall continue to work such hours. The Prosecutor reserves the right to hire new, full-time employees covered by this Agreement to work a thirty-two and one-half (32  $\frac{1}{2}$ ) hour week or a forty (40) hour work week.
2. Any employee who wishes to work a thirty-seven and one-half (37  $\frac{1}{2}$ ) hour week may submit a written request, with justification to their immediate Supervisor. Such requests shall be subject to the review and approval of the employee's immediate Supervisor and the Prosecutor.
  - a. If an employee's request for an increase in hours is granted, the employee shall receive an additional five (5) hours pay at the hourly rate earned as a thirty-two and one-half (32  $\frac{1}{2}$ ) hour employee. In addition, the Prosecutor shall make an adjustment to any vacation and sick leave hours which employees accumulated prior to converting to the thirty-seven and one-half (37  $\frac{1}{2}$ ) hour work week, by multiplying such accumulated hours by a factor of 1.1538.
  - b. It is understood and agreed that all employees, who are granted an increase in hours pursuant to the provision, shall remain thirty-seven and one-half (37  $\frac{1}{2}$ ) hour employees throughout their tenure with the Bergen County Prosecutor's Office.

3. Employees hired for the Operations Section of the Computer Division shall be subject to working a flexible schedule as determined at the time of hiring by the BCPO. The starting and ending times of each daily shift shall be negotiated between the BCPO and the Union as well as any changes that may occur from time to time hereafter.

In the event the Prosecutor's Office should implement a shift operation, standard hours shall be established by the Department Head so as not to exceed sixty-five (65) hours in each two (2) week period, for those employees who work thirty-two and one-half (32 ½) hours a week, or eighty (80) hours each two (2)-week period for those employees who work forty (40) hours each week.

4. The Prosecutor reserves the right, for the efficient operation of office affairs and subject to prior negotiation with the Union, to make changes in starting and stopping times of the daily work schedule.
5. Employees covered by this Agreement may be entitled to share time worked with another employee provided both employees are qualified to perform the duties required. Such "time sharing" shall be at the sole discretion of and subject to the sole approval of the Prosecutor. Each employee, in that event, must work twenty (20) or more hours per week. (e.g. Employee A works 8:30 to 12:30 Monday through Friday and Employee B works 12:30 to 4:30 Monday through Friday.)

B. Overtime

1. Overtime shall be paid as follows:
  - a. For hours worked in excess of thirty-two and one-half (32 ½) in one (1) week, thirty-seven and one-half (37 ½) hours in one (1) week or forty (40) hours in one (1) week, whichever is applicable under Section A.1 above, payment shall be at time and one-half (1 ½).
  - b. The employee's standard hourly rate (annual salary divided by the applicable annual hours of work) shall be used in computation of overtime pay.

- c. Part-time workers shall be entitled to the same payment for overtime as full-time employees for hours worked in excess of thirty-two and one-half (32 ½) hours per week, thirty-seven and one-half (37 ½) hours per week or forty (40) hours per week, whichever is applicable for the job category filled by the part-time employee.
- d. When an emergency closing is declared by the Prosecutor or his/her designee, employees covered by this Agreement who are required to work shall be paid at time and one-half (1 ½) or the employee shall receive equivalent compensatory time off (CTO) for the hours so worked at the employee's option.
- e. When a Holiday is observed during the regular biweekly pay period and the employee receives pay for that day, those hours shall be counted in determining eligibility for overtime pay.
- f. When an employee receives sick pay or vacation pay during the regular biweekly pay period, those hours of sick or vacation pay shall be counted in determining eligibility for overtime pay.
- g. When an employee (other than a seasonal, per diem or temporary employee) is required to work on a holiday (as that term is defined in Article XIII hereinafter), he/she shall be paid for:  
the number of hours employee works on a regularly scheduled work day times the employee's regular hourly rate, plus the number of hours the employee actually worked on the holiday times the employee's time and one-half (1 ½) rate.

For example, if an employee who works six and one-half (6 ½) hours at his/her regular hourly rate, plus four (4) hours at his/her time and one-half (1 ½) rate. See Appendix C for part-time employees holiday weekend pay schedule.

- h. Overtime must be authorized by the Prosecutor (or designee) and entered on the weekly time sheets.

## 2. Overtime List

Overtime shall be assigned by the Office Manager or employee supervisor on a rotating basis according to the appropriate job title for the work performed. An initial list shall be posted by the Prosecutor's designee with employees' names arranged according to seniority in each title. Overtime shall be offered to each employee beginning with the name first appearing on the said list and continuing through the list. If an employee does not choose to work overtime, his/her name shall be placed on the bottom of the list. If an employee does not choose to be considered for any overtime, he/she shall so indicate to the prosecutor's designee in writing and thereafter overtime work shall not be offered to him/her, unless the emergency requirements of the BCPO leave no other alternative in the discretion of the Prosecutor or his/her designee. In the event that thereafter the employee shall desire to have his/her name again placed on the overtime list, he/she shall notify the Prosecutor's designees and his/her name shall thereafter be restored to the bottom of the said list.

3. Where necessary, in fulfillment of the Prosecutor's statutory authority, the Prosecutor or his designee shall have the right to call in any employee to work overtime.
4.
  - a. Employees who are required to perform services for the Office of the Prosecutor beyond the close of the work day, which extend two (2) hours beyond their normal work day, shall receive time and one-half ( $1\frac{1}{2}$ ) for all hours worked beyond the work day with a minimum guarantee of four (4) hours pay at the time and one-half ( $1\frac{1}{2}$ ) rate.
  - b. Overtime on a call back commences when an employee leaves his/her residence and terminates when he/she returns to his/her residence. However, if a callback is within six (6) hours of an employee's regular starting time, overtime shall commence when

- the employee leaves his/her residence and shall end when the employee's regular work day begins.
- c. When a full-time or part-time employee is called back to duty subsequent to end of a regular shift but prior to 10 p.m., the employee shall be entitled to a minimum payment of four (4) hours or the actual amount of time worked, whichever is greater, at the time and one-half (1 ½) rate. The Prosecutor may require the four (4) hours to be actually worked.
  - d. When a full-time or part-time employee is called back to duty subsequent to the end of a regular shift but after 10 p.m., the employee shall be entitled to a minimum payment of six (6) hours or the actual amount of time worked, whichever is greater, at the time and one-half (1 ½) rate.
5. Effective upon ratification of the Agreement by the parties, an employee shall be entitled to a meal reimbursement provided the employee works two and one half hours (2 ½) beyond the employee's normal work day. The reimbursement shall not exceed Twenty Dollars (\$20.00) and is payable upon the presentation of a paid receipt submitted to the Prosecutor or his/her designee.
  6. When an employee is required to work outside the normally scheduled work hours of the regular business day, an escort to and from the employee's vehicle shall be provided by the employer, if requested.

## **ARTICLE XI**

### **PAY DURING ABSENCE**

#### **A. Unscheduled Absences, Attendance, Lateness**

If for any reason, an employee is unable to report for duty, he/she must notify the Prosecutor's designee as soon as possible, and before the

scheduled starting time. Irregular or poor attendance may be cause for disciplinary action.

B. Scheduled Absences

When an employee is on a Leave of Absence without pay for a period in excess of three (3) consecutive months in a calendar year, the annual salary increase shall not be paid upon return to active status, but shall be delayed for a period equal to the period of unpaid leave.

C. Jury Duty

A Leave of Absence shall be granted to an employee called for jury duty. This Leave of Absence shall not be charged against the employee's vacation or sick leave privileges. For the time served on the jury, full pay will be given according to the basic rate of pay usually received for a standard work period. Fees received as a juror, other than meal and travel allowances, shall be returned to the BCPO, unless otherwise directed.

D. Sick Leave

1. If the employee is unable to report to work due to illness or for any other reasons, it is essential that the Prosecutor's designee be notified according to office procedure. Failure to give proper notification could result in disapproval of the request for sick leave and the time could be considered an unscheduled absence.
2. The cause for the employee's absence must be reported daily, unless adequate explanation and reason is provided to cover several days. In any sick leave of five (5) days or more, a doctor's certificate must be submitted if requested by the Prosecutor or his designee. The Prosecutor or his designee retains the right in sick leave cases under five (5) days to conduct an inquiry into the sick leave request to require examination by a County physician if the Prosecutor has any questions as to the employee's condition.
3. Sick leave must be earned before it can be used. Should the employee require none or only a portion of the earned sick leave for any year, the

amount not taken accumulates to the employee's credit from year to year during employment.

4. Sick leave is earned and accumulated in the following manner:

One working day for each full month of service during the remaining months of the first calendar year of employment and fifteen (15) working days ( $1 \frac{1}{4}$  per month) for each calendar year thereafter. If the employee begins work after the fifth (5<sup>th</sup>) day of the month, sick leave is not earned for that month.

5. Part-time employees are eligible for sick leave. The amount earned is proportional to the allowance of a full-time employee. It is determined by the number of standard hours worked in each pay period.

6. Seasonal or per diem employees are not eligible for sick leave.

7. Sick leave may be granted for:

- a. Personal illness or accidental disability by reason of which the employee is unable to perform the usual duties of the position.
- b. Serious illness of a member of the employee's immediate family or household (as defined in Bereavement Leave) requiring the employee's attention and care. The circumstances of the illness should be of an emergency nature where the employee is required to be in direct attendance for a period not to exceed three (3) working days.
- c. In cases of extended illness, the employee may use accrued compensatory time off or vacation leave.
- d. Cosmetic surgery, in which case the employee shall arrange with the reasonable approval of his or her Department Head, the scheduling of the surgery and attendant leave.

8. Accumulated sick leave is forfeited upon separation from service, except as provided for under "Terminal Leave" hereinafter.

9. Each employee who works one (1) full calendar quarter without the use of sick leave shall be awarded one (1) days pay at his or her regular rate of pay within two (2) payroll periods from the close of the quarter. The four .

calendar quarters shall commence on January 1, April 1, July 1 and October 1. Each employee who works four (4) consecutive calendar quarters without the use of sick leave shall be awarded one (1) additional day's pay at his or her regular rate of pay within two (2) payroll periods of the close of the final quarter. The maximum payment to be received within the period of any four (4) consecutive calendar quarters shall be five (5) days. No charge against accrued leave shall be made.

E. Injury Leave

1. Injury leave, as distinguished from sick leave, shall mean paid leave given to an employee due to absence from duty caused by an accident, illness or injury which occurred while the employee was performing duties and which is compensable under the Workers' Compensation Statutes or any policy of Workers' Compensation Insurance applicable to the said employee.
2. All payments which shall be made concerning injury leave are subject to the same rules and regulations as Workers' Compensation Insurance and shall not be made if the accident is proved to have been due to intoxication or willful misconduct on the part of the employee. If an employee, absent from work due to an accident, illness, or injury covered by Workers' Compensation Insurance, willfully fails to fulfill all of the conditions necessary to receive compensation benefits, the employee shall not be entitled to payment of any injury leave benefits from the Prosecutor until such conditions have been fulfilled.
3. After all injury leave is used, the employee may be granted additional injury leave only upon approval of the Prosecutor. After all injury leave is used, the employee may elect to use any sick leave, vacation or compensatory time due at the time of the injury.
4. Use of Injury Leave
  - a. Employees absent from duty due to an accident, illness or injury compensable under the Workers' Compensation Statutes or any policy of Workers' Compensation Insurance applicable to the said

employees and who have completed three (3) months service with the Prosecutor will be compensated by the Prosecutor on a biweekly basis at the regular base rate of pay for a period not to exceed ninety (90) working days for each new separate injury. Payments shall be made in either of the following ways:

- 1) A check issued by the County of Bergen in the full sum of the employee's base salary. Upon receipt of compensation checks for temporary disability during the ninety (90) day period, the employee shall endorse those checks over to the Prosecutor. Subject to it being permitted to do so by applicable Federal and State Law or regulation, the Prosecutor shall record that portion of the salary checks equal to the amount of the compensation checks covering partial disability as not being income to the employee for income tax purposes and the W-2 or similar forms sent to the employee at the conclusion of each year shall not show such payments as income.
- 2) A check issued by the County of Bergen in an amount equal to the difference between the employee's base salary and the amount of partial disability Workers' Compensation Insurance payments received by the employee during the said ninety (90) day period. If eligibility for such payments is contested by the Prosecutor, eligibility will be based on a determination of the New Jersey Division of Workers' Compensation under the terms of the New Jersey Workers' Compensation Act.

5. Contested Injuries

Charges may be made against sick leave accrual, if any, in any case where the Prosecutor is contesting the employee's eligibility for injury leave. In the event that the Workers' Compensation Division determined in favor of the employee, sick leave so charged shall be re-credited to the employee's

sick leave accrual balance. In the event eligibility for payment is denied by the Workers' Compensation Division, the employee shall be eligible to utilize sick leave accruals, if any, retroactive to the date of the injury and to use vacation leave.

6. Medical Proofs

In order to limit the obligation of the Prosecutor for each new separate injury, the Prosecutor may require the employee to furnish medical proof or submit to medical examination by a physician designated by the Prosecutor or by the insurance carrier of the County of Bergen at no expense to the employee to determine whether a subsequent injury is a new and separate injury or an aggravation of a former injury received while in the Prosecutor's service or an injury not covered.

7. When an employee has suffered an injury while on duty, and is absent for five (5) days or more, it will be necessary for the employee to submit a written certification from a physician setting forth the nature of the injury and the physician's prognosis as to the length of time before the employee can return to duty.
- a. Additional reports shall be filed from the physician every two (2) weeks thereafter indicating the current status of the employee's health and the time of the employee's anticipated return to duty.
  - b. In the absence of such certification, the employee shall be removed from injury leave.
8. Under certain circumstances, employees on bona fide injury leave may be required to report to work in connection with a modified or light duty assignment, as permitted by the treating physician.

F. Bereavement Leave

Employees shall be entitled to four (4) working days leave with pay commencing with the date of death, as to a member of their immediate family. Immediate family is defined as and limited to spouse, son, daughter, mother, father, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents,

grandparents-in-law, grandchildren or any other relative residing in the employee's household.

G. Terminal Leave

a. Employees, upon retirement (service retirement, accidental disability retirement, ordinary disability retirement, early retirement and deferred retirement) or employees who terminate their service after reaching age sixty (60) who are not covered by the Public Employees Retirement System, shall be granted a terminal leave lump sum payment in accordance with Option 1 or Option 2, whichever is selected by the employee:

- 1) Option 1 – One half (1/2) of the employee's earned and unused accumulated sick leave hours multiplied by the hourly rate of pay based upon the average base hourly pay received during the twelve (12) month period immediately prior to the effective date of retirement, provided, however, that no such lump sum payment shall exceed twenty thousand (\$20,000) dollars.
- 2) Option 2 – One (1) day pay, the hourly rate of pay having been computed as Option 1 above, for each full year of service.

The employee may elect to receive his/her terminal leave payment in a single installment at any time up to eighteen (18) months from the termination date. In the event of the employee's death, the estate of that employee shall be eligible for terminal leave lump sum payment according to the option selected by the estate, provided that the employee has been employed by the Prosecutor and/or County for seven (7) consecutive years.

- b. Part-time employees are eligible for this benefit providing they work a minimum of twenty (20) hours per week.

H. Family and Medical Leave Act

Family and Medical Leave will be granted according to the requirements of Federal and State law, or in accordance with any such benefits granted by the County of Bergen, if more beneficial to the employees.

I. Other Leaves of Absence

a. Leave Without Pay

- 1) A permanent employee, for reasons satisfactory to the Prosecutor, may be granted a personal leave of absence without pay or service credit for time absent for a period of up to six (6) months provided it is considered to be in the best interest of the Prosecutor.  
Ordinarily, a personal leave of absence or an excused absence will not be granted to an employee for the purpose of seeking or accepting employment with any other employer.
- 2) Personal leaves of absence are granted with the understanding that the employee intends to return to the Prosecutor's Office. If an employee fails to return within five (5) working days after the expiration of the leave or excused absence, the employee may be considered to have resigned and not in good standing.
- 3) Employees on leave without pay for more than two (2) weeks in any month will not receive paid health benefits, holiday pay nor will they accrue sick and vacation time.

b. Maternity Leave

The right of the female employee covered by this Agreement shall include but not be limited to the following provisions:

- (1) Employee shall advise her employer of her pregnancy upon her knowledge of same.
- (2) Employee shall be permitted to work so long as such work is permitted by her doctor. Said doctor shall be of the employee's own choosing.

- (3) Employee shall be limited to a maximum of six (6) months leave of absence during which time she may use any and all vacation time, sick time and compensation time and any and all accumulated time benefits which she has accrued.
- (4) Employee shall have the right to apply for an additional six (6) months leave of absence, to be approved on a case-by-case basis by the Prosecutor.
- (5) Male employees shall be permitted to use up to ten (10) working days of accumulated sick time, compensation time, vacation time and/or other accumulated time benefits following the birth of their child.
- (7) The provisions stated herein shall be applicable in those cases of duly certified adoption of a child under the age of three.

c. Military Duty Leave

If the employee has permanent employee status, a leave of absence without pay shall be granted, except for the first two (2) weeks which will be with pay, if the employee is required to serve actively in any component of the Armed Forces of the United States or New Jersey. Military Duty Leave may extend to three (3) months after the employee's release from required military service. Sufficient proof of active military duty must be presented to the Prosecutor prior to requesting leave time.

d. Military Training Leave

- (1) A full-time or part-time probationary or permanent employee, who is a member of any component of the Armed Forces of the United State or New Jersey, and who is required to undergo Military Field Training for a period of up to two (2) weeks, upon request, shall be granted leave of absence with pay to take part in such training. The employee must provide a certified copy of order for

military training to the Prosecutor prior to requesting leave to such training. Any military pay received by the employee while on military training leave may be retained by the employee and shall be in addition to the regular salary which would have been received from the Prosecutor had such training not been ordered. Except for employees in Section (3) below, when military training leave is granted, it shall be in addition to any vacation leave, sick leave or compensatory time off to which an employee may be entitled.

- (2) A full-time or part-time provisional or unclassified employee, who has been continuously employed by the Prosecutor for at least one (1) full year at the time such military training is to commence, shall be granted a leave of absence with pay as provided in Section (1) above.
- (3) A full or part-time, temporary, provisional or unclassified employee who has not been continuously employed by the Prosecutor for at least one (1) full year at the time military training is to commence, may only be granted a leave of absence without pay, unless said employee chooses to utilize any accrued vacation leave or compensatory time off, for the duration, or any part of, the period of military field training.

## **ARTICLE XII**

### **VACATION**

#### **A. Vacation leave is earned and accumulated as follows:**

1. One (1) day per month in the first calendar year of employment for the first eleven (11) months and four (4) days in the twelfth (12<sup>th</sup>) month,

- provided the initial date of hire is on or before the fourth (4<sup>th</sup>) day of the month.
2. From the beginning of the second (2<sup>nd</sup>) calendar year to and including the first (1<sup>st</sup>) year, employees earn vacation time at the rate of 1 and 1/4 days per month (15 days per year).
  3. From the beginning of the sixth calendar year and thereafter, employees earn vacation at the rate of 1 and 2/3 days per month (20 days per year).
- B. Part-time employees are eligible for vacation leave. The amount earned is proportional to the allowance of a full-time employee. It is determined by the number of standard hours worked in each pay period and the employee's years of continuous service.
- C. Seasonal, summer and per diem employees are not eligible for vacation leave.
- D. General
1. When employees complete their first six (6) months of employment, they may ask to take the balance of their vacation leave for that calendar year. Beginning January 1 or each succeeding year of employment, employees may ask to use, in advance of earning, the full amount of vacation leave for that year. Any vacation time borrowed under this policy must be earned back by the last pay period of that calendar year; otherwise any negative vacation balance will either be charged to available compensatory time off or deducted from the employee's pay.
  2. In the event of termination of employment prior to repayment of advanced vacation leave, the necessary salary adjustment will be made in the employee's final paycheck.
  3. Earned vacation leave for one (1) calendar year may be carried over and used during the following calendar year only. Except upon termination of employment, the employee will not be allowed to receive pay in place of taking earned vacation leave.
  4. If an employee resigns with proper notice or plans to retire, the employee may be paid for earned and unused vacation leave as of

the effective date of termination. In no case may an employee be paid for more than the unused vacation leave than can be accumulated in a two (2) year period.

5. If an employee should die while employed, a sum of money equal to earned and unused vacation leave shall be paid to his/her estate.
6. The salary paid to an employee while on vacation leave will be the same amount the employee would have earned while working regular straight time hours during vacation period.
7. Employees on leaves of absence without pay for more than two (2) weeks in any month do not earn vacation leave for that month.
8. Employees on approved paid vacation/sick leave will continue to accrue vacation leave according to length of service and regular work schedule.
9. Seasonal and per diem employees are not eligible for vacation leave.
10. If a holiday, observed by the Prosecutor, occurs during the period of the employee's vacation leave, it is not charged against the balance of the employee's vacation leave and an equivalent day off may be requested.
11. Every effort is made to arrange vacation schedules to meet the individual desires of all employees. When there is conflict in the dates of proposed vacation schedules, preference is given to the employees with seniority. All requests for vacation leave must be approved by the Supervisor. The Supervisor may require that vacations be scheduled in other than summer months when the needs of the office require it.
12. Employees may receive their salary covering the period of vacation prior to commencing vacation to the extent that they have earned and accrued such vacation time and provided that at least a one-week vacation is to be taken and the employee has notified the

Payroll Clerk at least thirty (30) days prior to the commencement of the vacation.

## ARTICLE XIII

### HOLIDAYS

- A. 1. The Prosecutor agrees to furnish the following holidays with pay to all employees covered by this agreement.

New Years Day	Martin Luther King's Birthday
Lincoln's Birthday	Washington's Birthday
Good Friday	Memorial Day
Independence Day	Labor Day
Columbus Day	Election Day
Armistice/Veteran's Day	Thanksgiving Day
Friday after Thanksgiving	Christmas Day

2. If a holiday falls during an employee's vacation, the employee will not be charged for a vacation day on the holiday. If a holiday falls on a Sunday, it will be observed on the following Monday. If a holiday falls on a Saturday, it will be observed on the preceding Friday.
- B. 1. Employees who are required to work on a regularly scheduled holiday shall be paid in accordance with ARTICLE X, Section B1 (g).
2. If a holiday falls within an employee's period of paid absence, that employee will not be charged any accrued paid leave time for such holiday.
- C. Holidays falling during an unpaid leave of absence will not be credited.
- D. The Prosecutor's designee, for good cause, may disallow holiday pay for any employee who does not work the day before or the day following a holiday.
- E. Part-time employees shall be paid for holidays at a straight time rate in an amount equal to what they would have received if the day on which the holiday fell would

have been a regular working day, except as otherwise provided in ARTICLE X, Section B1(g).

- F. Seasonal or per diem employees are not entitled to holidays.

## ARTICLE XIV

### PENSION

- A. The Prosecutor shall continue in effect the pension plan which is described, in part, as follows:
1. Membership in the contributory pension plan is compulsory for and only offered to those employees, who are eligible for a pension as per the rules of the New Jersey State Division of Pensions. Any pension issues shall not be subject to the grievance provisions of this Agreement.
  2. Employees who are required to join the Retirement System receive free life insurance without medical examination under Group Life Insurance Plan of the Retirement System. In addition, any employee under sixty (60) years of age, who is required to join the Retirement System, must also subscribe to the Contributory Life Insurance Plan of the Retirement System during the first year of pension membership. After one (1) year, the employee may choose to drop the additional Contributory Life Insurance, but once it is terminated, it cannot be reinstated. The employee's rate of contribution for this additional life insurance is  $\frac{3}{4}$  of one (1%) percent of base salary.
  3. The total amount of life insurance payable to the employee's estate depends upon three things: annual salary, age and pension membership status at the time of death. If actively employed at the time of death, insurance coverage is one and one-half (1 ½) times the employee's annual salary or three (3) times if the employee has Contributory Life Insurance coverage in the final year of service. Upon retirement, life insurance

coverage is continued for the retiree without cost to him/her, but the total amount of coverage is reduced.

## ARTICLE XV

### GRIEVANCE PROCEDURE

#### A. Major Suspensions

1. In any case where a permanent employee in the classified service, as defined in Title 11A of the New Jersey Statutes and Title 4A of the New Jersey Administrative Code as to the Department of Personnel Regulations of the State of New Jersey, or where a temporary or provisional employee who has been employed by the Prosecutor for at least ninety (90) days is suspended by the Prosecutor for a period of more than five (5) days at one time or receives suspensions or fines more than three (3) times or an aggregate of more than fifteen (15) days in one (1) calendar year or is demoted or is removed from his position, he/she shall be issued a Preliminary Notice of Disciplinary Action. The employee shall have the right to appear for a hearing before the Prosecutor or his designee and shall file a written notice of such appearance with the Prosecutor within ten (10) days of receipt of the Preliminary Notice of Disciplinary Action. The Prosecutor shall conduct a hearing no sooner than ten (10) days nor more than thirty (30) days after service of the Notice of Appeal unless mutually extended and shall make specific findings of fact for his final consideration and determination. The Procedures set forth in the Department of Personnel Rules for the State of New Jersey shall also be applicable to those employees who are subject to such rules.
2. The Union shall have the right to represent any employee requesting representation, but individual employees shall have the right to elect to represent themselves.

3. The request for a hearing shall set forth in writing a statement by the employee of the facts relating to the suspension, fine, demotion or removal.
4. An employee of the BCPO not in the classified service, defined in the Department of Personnel Rules for the State of New Jersey and not serving in the title set forth in Schedule A, attached hereto, or in a title generally considered to be a white-collar, non-management title and who was appointed by the Prosecutor and who is serving at the pleasure of said Prosecutor is hereby excluded from the procedures set forth herein and nothing contained herein is intended to give said employee any right of a hearing or to an appeal.

B. Other Non-Disciplinary Grievances

1. Any other grievance relating to the position, wages or working conditions of an employee (except for disciplinary matters are not covered by Paragraph A above) shall be handled in the manner set forth in the Employee Manual or, if that procedure does not yield results satisfactory to the employee, in the manner set forth below. The employee may elect to be represented by the Union or to represent himself or herself.
  - a. The employee should discuss the grievance with his/her immediate supervisor. If the employee or the Union is not satisfied with the result of the discussion, the employee or the Union may file a written notice of grievance with the Department Head. If, for any reason, the employee does not wish to discuss the grievance with the supervisor, the employee or the Union may begin the procedure with the written notice to the Department Head.
  - b. The Department Head shall make a determination of the grievance within five (5) days of the date it is received and shall advise the employee and the Union of the decision in writing.
  - c. The employee or the Union may appeal the decision of the Department Head by appealing to the Prosecutor, forwarding copies of all previous writings on the matter. The Prosecutor shall

determine whether a hearing is necessary on the grievance and if the Prosecutor finds that a hearing is needed, may either conduct the hearing or assign it to a hearing officer. The Prosecutor shall decide the matter within ten (10) days after the final date of the hearing and shall issue a written decision to the employee and the Union.

- d. If the decision of the Prosecutor is not satisfactory to the employee or the Union, the employee or the Union shall have the right to subject only such grievances which are claimed violations, misinterpretations or misapplication of the terms of this Agreement or which relate to working conditions affecting the employees of the unit to an arbitrator appointed by the parties from the arbitration panel maintained by the State Board of Mediation of the State of New Jersey. The employee or the Union must deliver to the Prosecutor written notice of the decision to appeal to the State Board of Mediation within (10) days of the receipt by the employee and the Union of the Prosecutor's decision. The arbitrator shall have full power to hear the grievance and make a final decision, which decision shall neither modify, add to nor subtract from the terms of the Agreement and the referenced policies. The decision shall be rendered within thirty (30) days after the completion of the hearing and shall be binding on both parties. The cost of the arbitrator and his expense shall be borne equally by the parties.

C. Minor Disciplinary Matters

All other disciplinary matters not covered by Paragraph A above shall be handled according to the procedures set forth in Section 2.4 of the Employee Manual.

## **ARTICLE XVI**

### **RELEASED TIME**

In order to provide for the orderly handling of grievance matters, the Shop Steward or the Shop Steward's designee shall be released from his or her duties for reasonable periods of time for the purpose of handling such grievance matters.

## **ARTICLE XVII**

### **SENIORITY RIGHTS**

- A. Seniority shall be considered as a factor with respect to changes in job assignment, hours or working conditions within that title only.
- B. Seniority shall be based on New Jersey State Department of Personnel title seniority which shall commence with the date of certification in that title and in those instances where none of the employees involved have been certified as permanent employees by the New Jersey State Department of Personnel, seniority shall be based upon length of service with the Prosecutor.
- C. Placement in a different job assignment, pursuant to Paragraph A above, shall be on a probationary status for ninety (90) days. During that period, the Prosecutor shall evaluate the employee's performance, and if in his sole discretion the employee's performance is deemed inadequate, the employee shall be returned to his/her former position. Vacancies in classified positions, including new positions and promotions, will be posted as they arise and will be filled by transfers from within the bargaining unit provided, in the sole discretion of the Prosecutor, there are qualified employees who desire such openings. The Prosecutor will consider input from the employee's union representative before making a final decision.

## ARTICLE XVIII

### DUES CHECKOFF AND AGENCY SHOP

- A. The Employer agrees to deduct initiation fees and membership dues from the pay of each employee in the bargaining unit who is a member of the Union, a sum to be certified at least on an annual basis in writing by the Local Union to the County Treasurer, who shall remit same to the Union at regular intervals (on payroll dates).
- B. Notwithstanding anything to the contrary in this Article, the Employer shall have no obligation to make such deductions until and unless it receives the signed authorization from the employee in accordance with the Union authorization form. The Employer shall notify the Union President of new employees no later than fourteen (14) days from the date of hire.
- C. The Employer shall deduct from the pay of all employees covered by this Agreement who are non-members of the Union or who have not submitted to the Employer written notices authorizing the deduction of dues, and fees from the employee's pay, the maximum amount permitted by law in lieu of dues to the Union and shall forward that amount to the Union at regular intervals (on payroll dates). The Union shall provide the employer with written certification at least on an annual basis as to the sum to be deducted in lieu of dues.
- D. The Union agrees to indemnify and hold the Employer harmless from any claim or action commenced by an employee against the County which arises out of any of the aforesaid deductions under this Article, provided that the claim does not arise out of negligence by the Employer.

## **ARTICLE XIX**

### **OUT OF TITLE WORK**

In the event a permanent employee is temporarily assigned by the Prosecutor or his Designee to perform duties which are not set forth in the employee's New Jersey State Department of Personnel job description of a higher title and the employee performs these duties during fifty (50%) percent of his/her working time over a period in excess of four (4) consecutive months, the employee shall be forthwith provisionally appointed by the Prosecutor to the said higher title and shall be paid accordingly, pending the results of a New Jersey State Department of Personnel promotional examination. If the employee, as a result of the promotional examination, is not eligible for permanent appointment to said title, the employee will revert to the previous appointment shall be terminated and the employee shall not thereafter be required to perform the duties of the said higher title.

## **ARTICLE XX**

### **PERSONNEL FILE**

All entries in an employee's personnel file shall be contained in the Prosecutor's Personnel file. No entries, notations, documents, etc., which reflect on the employee's ability, performance or character, shall be placed in the Prosecutor's file without first having been shown to the employee and the employee having been given the opportunity to place his or her initials thereon. The placement of initials on entries in an employee's personnel file shall not indicate the approval, agreement or acceptance by the employee to the entry, but shall solely acknowledge notice of the entry.

## **ARTICLE XXI**

### **LAYOFFS**

- A. In the event layoffs become necessary, the provisions of the New Jersey Department of Personnel Rules and Regulations shall be followed.
- B. Notice shall be forwarded to the Union by the Prosecutor of any general layoffs or of any layoffs limited to one or more departments at least forty-five (45) days before such layoffs are due to become effective. Copies of the layoff notices to individual employees shall also be forwarded to the Union.

## **ARTICLE XXII**

### **USE OF PERSONAL VEHICLE**

- A. Whenever an employee is required to use his or her own vehicle on Prosecutor's Office business, he or she shall be compensated for such usage at the rate of \$.25 per mile. Effective January 1, 2007, said rate shall be as determined by the IRS.
- B. If an employee is called back to duty at the end of a regular shift, that employee shall be compensated for mileage from his/her residence within the County, or, if applicable, at the point of entry in to the County to the location of the assignment and back to his/her residence or point of exit from the County.

## **ARTICLE XXIII**

### **TUITION REIMBURSEMENT**

The Prosecutor shall reimburse employees for the cost of tuition incurred by them for courses taken at an accredited institution of learning provided:

- A. The course is directly job-related and has received the prior approval of the Prosecutor, which approval shall not be unreasonably withheld;

- B. The course or its equivalent is not offered by the Prosecutor, at no cost to the employee;
- C. The cost to the Prosecutor shall not exceed fifty dollars (\$50.00) per credit;
- D. No employee shall be entitled to reimbursement for more than six (6) credits per year;
- E. The employee has successfully completed the course and proof thereof has been furnished to the Prosecutor.

For all courses taken by employees and approved by the Prosecutor, which courses are job-related, the employee shall be reimbursed for the cost of such course upon presentation of evidence demonstrating successful completion (e.g., computer programming).

## ARTICLE XXIV

### PHYSICAL EXAMINATIONS

- A. Each employee shall be entitled to receive a physical examination to be conducted at the Center For Occupational Medicine or another site mutually agreed upon by the Employer and the Union consisting of the following: Chest X-ray, SMA series of blood tests, twenty-three (23) in number; urine analysis; EKG; blood pressure test. In addition, female employees may have a breast examination and PAP smear test. All or any portion of the testing may be voluntary on the part of the employee.
- B. Each employee desiring a physical examination shall so indicate, in writing, to his/her Department Head on or before May 1 of each year; the physical examination shall be scheduled by the employer on or before September 1 of each year.
- C. Each employee shall cooperate with the Employer as to any possible reimbursement which the Employer may be able to secure from any insurance

company affording coverage to the employee, the premiums for which insurance coverage are paid by the Employer.

- D. Examinations shall be scheduled at the reasonable, mutual convenience of the affected parties.
- E. The employee shall not be entitled to any salary or other payment if the examination is required to be scheduled outside of the employee's normal working hours.

## ARTICLE XXV

### ELIMINATION OF 19-HOUR EMPLOYEES

- A. Employees who work twenty (20) hours per week or more shall receive all fringe benefits as provided in this Agreement. Employees who work less than twenty (20) hours per week shall not be entitled to receive such fringe benefits.
- B. The Prosecutor shall have the right to hire less than twenty (20) hours per week, part-time employees, upon the condition that there is a recognized employment need for them. The hiring is not intended to avoid paying these employees the fringe benefits which would result from a hiring a twenty (20) hour per week employee and five (5) days written notification prior to the hiring is given to the Union.

## ARTICLE XXVI

### EMPLOYMENT OPPORTUNITIES

The Prosecutor agrees to notify the County of Bergen of new employment opportunities within the Prosecutor's Office that cannot be filled by current employees of the BCPO. The County of Bergen Personnel Department will then distribute such information to all County Departments and the Union for the Office of the Prosecutor.

## **ARTICLE XXVII**

### **CONTINUATION OF CONTRACT PROVISIONS**

All of the provisions of this Agreement shall continue in full force and effect beyond the stated expiration date set forth herein until a successor Agreement is executed and becomes effective.

## **ARTICLE XXVIII**

### **SEPARABILITY AND SAVINGS**

In the event that any provision of this Agreement is adjudicated illegal or unenforceable, then remaining provisions of this Agreement shall continue in full force and effect.

## **ARTICLE XXIX**

### **NO STRIKE/NO LOCKOUT**

- A. The Union (its officers, officials, agents, employees, representatives and/or designees) and the employees of this unit agree not to, in anyway, directly or indirectly, authorize, cause, assist, encourage, participate in, ratify or condone any strike, sit down, slowdown, cessation or stoppage of work or other interference with or interpretation of work.
- B. The Prosecutor agrees that he/she will not engage in a lockout or other similar action because of any proposed changes in the Agreement or disputes over matters relating to this Agreement.
- C. The Union will discourage and will take whatever steps are necessary to prevent or terminate any strike, work stoppage, sit down, slowdown, cessation or stoppage or work or other job action against the Prosecutor.

**ARTICLE XXX**  
**NJ MANUFACTURERS INSURANCE**

In the event that the Prosecutor's Office becomes eligible to join the NJMA, the Prosecutor's Office shall do so at the earliest practical time subsequent to eligibility.

**ARTICLE XXI**  
**PRESENTATIONS**

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed and attested by its proper corporate officers and its corporate seal to be affixed and have hereunto set their hands and seals the day and year first above written.

**WITNESS:**

**BERGEN COUNTY  
PROSECUTORS OFFICE**

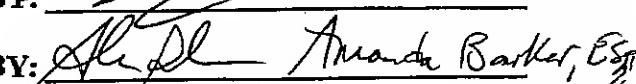
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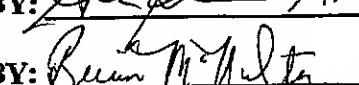
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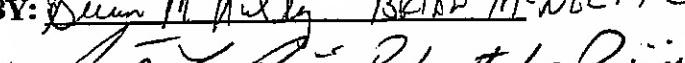
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EMPLOYEES UNION**

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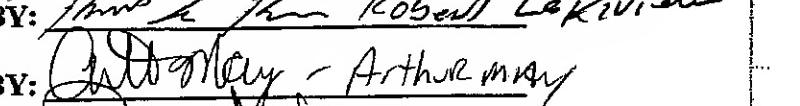
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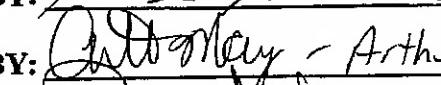
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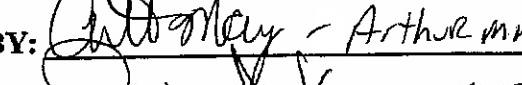
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## **APPENDICES**

## APPENDIX

### TITLE

Assistant Director of Data Processing	8
Chief Clerk	9
Clerk	7,9
Clerk Typist	7,9
Computer Operator	8
Computer Operator (Part Time)	8
Computer Service Technician	8
Legal Secretary	9
Management Information Systems Specialist	7,8
Network Administrator 1	8
Office Supervisor	9
Payroll Supervisor	9
Principal Clerk Stenographer	7
Principal Clerk Typist	7,9
Principal Docket Clerk Typist	7
Principal Legal Stenographer	7
Receptionist/Telephone Operator	7
Secretarial Assistant	8,9
Secretarial Assistant Stenographer	7
Senior Clerk Stenographer	7
Senior Clerk Typist	7,9
Senior Computer Operator	8
Senior Computer Service Technician	8
Senior Data Entry Machine Operator	7
Senior Data Processing Programmer	7
Senior Records Retrieval Operator	7
Senior Technician – MIS	8
Senior Systems Analyst	7,8

Supervising Clerk Stenographer	9
Supervising Clerk Typist	7,9
Supervising Legal Stenographer	7
Supervisor of Data Entry Machine Operator	7
Technical Assistant - MIS	8
Technical Support Specialist 2	8
Victim Witness Advocate	7,9

## APPENDIX B

### MISCELLANEOUS

The parties acknowledge the existence of an employment manual promulgated by the Prosecutor. This manual is not intended, in any way, to modify terms and conditions of employment contained within the parties' Collective Bargaining Agreement, or to establish terms and conditions of employment which must be negotiated between the parties under N.J.S.A. 34:13A-5.3. Finally, in the case of a conflict or inconsistency between the Collective Bargaining Agreement and the Prosecutor's employment manual, the Collective Bargaining Agreement shall be the controlling document.

## APPENDIX C

Part-time employees who actually work on the following specified Holidays shall be entitled to time and one-half for all hours worked:

### 2006

Washington's Birthday	Wednesday	February 22 <sup>nd</sup>
Easter	Sunday	April 16 <sup>th</sup>
4 <sup>th</sup> of July	Tuesday	July 4 <sup>th</sup>
Christmas Day	Monday	December 25 <sup>th</sup>
New Years Day	Monday	January 1 <sup>st</sup>

### 2007

Washington's Birthday	Thursday	February 22 <sup>nd</sup>
Easter	Sunday	April 8 <sup>th</sup>
4 <sup>th</sup> of July	Wednesday	July 4 <sup>th</sup>
Christmas Day	Tuesday	December 25 <sup>th</sup>
New Years Day	Tuesday	January 1 <sup>st</sup>

### 2008

Washington's Birthday	Friday	February 22 <sup>nd</sup>
Easter	Sunday	March 6 <sup>th</sup>
4 <sup>th</sup> of July	Friday	July 4 <sup>th</sup>
Christmas Day	Thursday	December 25 <sup>th</sup>
New Years Day	Thursday	January 1 <sup>st</sup>

### 2009

Washington's Birthday

Easter

4<sup>th</sup> of July

Christmas Day

New Years Day

2010

Washington's Birthday

Easter

4<sup>th</sup> of July

Christmas Day

New Years Day

## SCHEDULE

SCHEDULE A

Section 2.4 STANDARDS OF CONDUCT

Rules of conduct are needed in any organization to help everyone work together efficiently, effectively, and harmoniously. At the Bergen County Prosecutor's Office, we hold ourselves to a high standard of quality. By accepting employment with us, you have a responsibility to us and to your fellow employees to adhere to rules of behavior and conduct. The purpose of these rules is not to restrict your rights, but rather to be certain that you understand what conduct is expected of you.

2.4.1 Disciplinary Actions

The following sub-sections provide some examples of unacceptable conduct and some rules and procedures regarding disciplinary actions against employees. All the examples, rules and procedures contained in these sub-sections are intended to give information and guidance to employees on the types of activities or conduct that the BCPO views as unacceptable and on the disciplinary procedures that will generally be followed.

Note: No information of this type can ever be all-inclusive; employees are expected to govern their conduct not only by these guidelines, but also by the general rules of good behavior and acceptable conduct that we all follow as good citizens.

These rules are applicable to all employees. In other words, every employee of the BCPO, regardless of that employee's status or category, is expected to adhere to these minimum requirements of good conduct.

The Four-Step disciplinary procedure described below is the procedure this office will follow with respect to classified employees--that is, employees who are a part of the civil service system. The BCPO will follow all other notice and procedural requirements of law for classified employees.

With regard to county investigator personnel of any rank, the BCPO will also follow the Four-Step disciplinary procedure set forth below, except that county investigator personnel are reminded that they serve in the unclassified service at the pleasure of the Bergen County Prosecutor and that their employment can be terminated at any time by the Prosecutor, for any reason (except an unlawful reason) or for no reason at all.

The disciplinary procedures for investigators who are members of PBA Local 221 or PBA Local 289 and for clerical employees who are members of the New Jersey Employees Labor Union No. 1/SEIU Local 988 are specified in this Manual, but may be modified by any applicable contractual agreements that are in effect with the BCPO. However, no contractual references to procedures that were in

effect pursuant to some prior employee manual or handbook shall serve to modify the procedures set forth herein. All prior employee manuals and handbooks have been superseded by this Manual, and any references in valid contracts to provisions of such former employee manuals or handbooks shall now be construed to pertain to the applicable sections of this revised Employee Manual.

With regard to other unclassified employees, the BCPO may elect to follow the disciplinary procedures set forth below, but is not obligated in any way to follow such procedures. Remember, all unclassified employees serve at the pleasure of the Bergen County Prosecutor, who has the legal authority to remove such employees without the necessity of following any prescribed procedure that might be applicable to classified civil service employees.

#### 2.4.2 Unacceptable Activities

Generally speaking, we expect each person to act in a mature and responsible way at all times. However, to avoid any possible confusion, some of the more obvious unacceptable activities are noted below. Your avoidance of these activities will be to your benefit as well as the benefit of the BCPO. If you have any questions concerning any work or safety rule, or any of the unacceptable activities listed here, please see your supervisor for an explanation. Remember, it is always best to inquire into conduct which you are unsure about before you engage in such conduct.

NOTE: The listing of potential causes for dismissal or other disciplinary action anywhere in this Manual does not imply that employees can be dismissed only for cause; all employees remain "at will" employees, unless otherwise required by law.

Any of the following violations, because of their seriousness, may result in immediate dismissal without warning:

- \*a. Willful or grossly negligent violation of any BCPO rule; any deliberate action that is extreme in nature and obviously detrimental to the BCPO's efforts to conduct its operations in a safe and effective manner; willful and falsification of any official BCPO report or document; willful and deliberate false statement regarding a material issue to any BCPO superior officer, supervisor, manager or other employee acting in the official performance of his/her duties; committing perjury or giving false or misleading testimony under oath in knowing or grossly negligent disregard of the truth.
- \*b. Willful or grossly negligent violation of security or safety rules; failure to wear safety equipment when required to do so by BCPO management.
- \*c. Negligence or any careless action which endangers the life

or safety of another person.

- \*d. Being intoxicated or under the influence of alcohol or controlled substance drugs while at work; use or possession or sale, of controlled substance drugs in any quantity at any time (except medications prescribed by a physician).
- \*e. Engaging in criminal conduct or acts of violence, or threatening violence toward anyone when representing the BCPO; engaging in fighting or horseplay or provoking a fight on BCPO premises; grossly negligent or willful damage of BCPO property; grossly excessive use of force in the arrest, apprehension or detention of any individual suspected of a crime; using force or unlawful coercion in obtaining a statement or confession from any suspect or defendant.
- \*f. Insubordination or refusal to obey work-related instructions properly issued by your supervisor or other superior officer or senior manager; refusal to assist on special assignments; disobedience of any lawful order, written or oral, of a superior officer, supervisor or manager. (Note: Employees are not required to follow any unlawful order, but the responsibility for disobedience of any order falls on the employee if that employee fails to demonstrate to the satisfaction of the Prosecutor or his/her designee that the subject order was unlawful.)
- \*g. Threatening, intimidating or coercing fellow employees on or off the BCPO work premises--at any time or for any purpose; issuing any unlawful order to a subordinate with the purpose of requiring that subordinate to do any unlawful, inappropriate or clearly unnecessary act; committing any act of "quid pro quo" sexual harassment against another employee.
- \*h. Engaging in an act of sabotage; willfully or with gross negligence causing the destruction or damage of BCPO property, or the property of fellow employees or the public.
- \*i. Theft of property belonging to the BCPO, the public or fellow employees; unauthorized possession or removal from the premises of BCPO property, including documents; unauthorized use of BCPO equipment or property.
- \*j. Dishonesty; willful falsification or misrepresentation on your application for employment or other work records; lying about sick or personal leave; falsifying reason for a leave of absence or other data requested by the BCPO; alteration of BCPO records or documents; knowingly giving false or misleading information to a supervisor or superior officer or to an Internal Affairs officer conducting an official inquiry; failure to cooperate fully and honestly with any internal affairs investigation.

- \*k. Violating the trust of the BCPO; violation of any provision of the BCPO Code of Ethics; giving confidential information of the BCPO to any unauthorized person or entity; breach of confidentiality of personnel information; soliciting or accepting any bribe or money or other valuable item.
- \*l. Malicious gossip and/or spreading rumors; engaging in behavior designed to create discord and lack of harmony; interfering with another employee on the job; willfully restricting work output or encouraging others to do the same.
- \*m. Immoral conduct or indecency on BCPO premises.

Employees engaging in any of the following activities, or violating any BCPO rules or policies, may be subject to disciplinary action, including possible dismissal. This list is not all-inclusive and, notwithstanding this list, all employees remain employed "at will", unless otherwise required by law.

- \*aa. Failure to maintain a neat and clean appearance in terms of the standards established by your supervisor and this Manual; any departure from accepted conventional modes of dress or personal grooming; violation of BCPO dress code.
- \*bb. Failure to sign in properly; falsification of any sign-in or attendance documents--your own or anyone else's; requesting or causing someone to falsify or alter any records.
- \*cc. Failure to give full attention to duties during working hours; reading newspapers, books or magazines during working hours, except to do so in the discharge of duties.
- \*dd. Careless or negligent handling of evidence or case files.
- \*ee. Making improper or unauthorized statements to any reporter or media representative concerning any BCPO matter.
- \*ff. Failure of any employee to conduct himself/herself in a manner which is conducive to good order and discipline; failure of any employee to faithfully and diligently carry out all of the duties, responsibilities and functions of his/her office, position or employment; insubordination in word or action toward any superior officer, supervisor or manager; commission of any acts or being guilty of any omissions that constitute neglect of duty; making any false statement about any BCPO matter or in response to any question of a BCPO employee acting in the performance of his/her official duties.
- \*gg. No personnel shall conduct themselves in any manner that reflects unfavorably on the reputation of the BCPO.
- \*hh. No personnel shall disparage or comment unfavorably or dis-

respectfully on the official action of any other BCPO employee, or on the rules, regulations, procedures or orders of the BCPO or any superior officer, supervisor or manager.

- \*ii. No employee shall feign illness, injury or incapacity to avoid the performance of required duties.
- \*jj. Violation of any section of this Manual or any written or oral directive of the Prosecutor, First Assistant, Office Manager or Chief of Investigators/Detectives; any violation not chargeable under any other specific section of this Manual will be chargeable under "Neglect of Duty."
- \*kk. Unsatisfactory or careless work; failure to meet quality standards as explained to you by your supervisor; mistakes due to carelessness or failure to get necessary instruction.
- \*ll. Any act of harassment--sexual, racial or other; telling sexist or racial-type jokes; making racial or ethnic slurs.
- \*mm. Leaving work before the end of a workday or not being ready to work at the start of a workday without approval of your supervisor; stopping work before specified quitting time.
- \*nn. Sleeping, loitering or loafing during working hours.
- \*oo. Excessive use of BCPO telephone for personal calls.
- \*pp. Leaving your work station during your work hours without notifying your supervisor.
- \*qq. Smoking anywhere in the Bergen County Justice Center, BCPO buildings or premises or in any other restricted areas, or otherwise violating the BCPO smoking policy.
- \*rr. Posting, removing or altering notices on any bulletin board on BCPO premises without permission or authorization.
- \*tt. Creating or contributing to unsanitary, unsafe or untidy conditions.
- \*uu. Failure to report an absence or late arrival; excessive absence or lateness; unauthorized absence from duty.
- \*vv. Obscene or abusive language toward any supervisor, manager, superior officer, fellow employee or member of the public; indifference or rudeness towards a member of the public or fellow employee; any disorderly conduct on BCPO premises.
- \*ww. Careless or reckless operation of any BCPO vehicle; failure to immediately report damage to, or an accident involving, BCPO vehicles or equipment.

### 2.4.3 Disciplinary Actions - The "Four-Step" Procedure

Unacceptable behavior which does not lead to immediate dismissal may be dealt with in the following manner, called the "Four-Step" procedure:

1. Oral Warning
2. Written Warning
3. Suspension Without Pay
4. Dismissal

This Disciplinary Policy (the Four-Step procedure) applies to all classified employees who have completed the Working Test Period. It also applies to all investigative personnel who are members of PBA Locals 221 and 289, except that the Prosecutor need not follow any disciplinary procedure in order to dismiss any unclassified member of the investigative staff. This disciplinary procedure may also be used with regard to other unclassified employees, at the sole discretion of the Prosecutor or his/her designee, but there is no obligation on the part of the BCPO to utilize this procedure for other unclassified employees. This policy pertains to matters of conduct as well as employee competence. An employee who does not display satisfactory performance and accomplishment on the job may be dismissed without resorting to the Four-Step procedure. Under normal circumstances, supervisors, managers and superior officers are expected to follow the Four-Step procedure described below. When relatively minor infractions are observed, supervisors are expected to utilize informal counseling before implementing the Four-Step procedure, unless the employee involved has been a disciplinary problem in the past.

Note: There may be particular situations in which the seriousness of the offense justifies the omission of one or more of the steps in the procedure. In addition, there may be times when the BCPO may decide to repeat a disciplinary step.

To insure that the Bergen County Prosecutor's Office operations are conducted properly and efficiently, you must conform to certain standards of attendance, conduct, work performance and other work rules and regulations. When a problem in these areas does arise, your immediate supervisor will coach and counsel you in mutually developing an effective solution. If, however, you fail to respond to coaching or counseling, or an incident occurs requiring formal discipline, the Four-Step disciplinary procedures, as described herein, will generally be followed.

Note: Classified civil service employees who have completed the Working Test Period are entitled to receive a "Preliminary Notice of Disciplinary Action" and are entitled to a formal hearing prior to any suspension without pay in excess of five days and in certain other situations. The BCPO will honor and follow all such requirements. Affected employees should refer to their union employment contract for details.

#### 2.4.4 Step One - Oral Warning

The first step is the Oral Warning. The focus here is on reminding the employee that it is his/her responsibility to meet the BCPO's expectation rather than on reprimanding the employee for violating it. The manager's goal during the conversation should be on gaining the employee's agreement to change rather than on warning the employee what will happen the next time the manager catches the employee misbehaving, although the employee should know what to expect for future violations.

Should you receive an Oral Warning for some infraction, your manager will meet with you to discuss the problem, making sure that you understand the nature of the violation and the expected remedy. The purpose of this conversation is to remind you of exactly what the rule or performance expectation is and also to remind you that it is your responsibility to meet that expectation.

Your manager will give you an opportunity to respond orally and will write a summary of the conversation with you. He/she will keep this informal memo in his/her departmental or squad working file, rather than making it a part of your permanent personnel record. A copy of the memo will also go to your Department Head and the Office Manager. Documentation of the incident will remain in the department file and will not be placed in your permanent record, unless another disciplinary transaction occurs.

#### 2.4.5 Step Two - Written Warning

If your performance does not improve within a reasonable period following an Oral Warning (we cannot be more precise with regard to the definition of a "reasonable period"--it depends on the individual circumstances of each case), or if you are again in violation of the BCPO practices, rules or standards of conduct, your supervisor, after reviewing the situation with his/her manager, will discuss the matter with you, emphasizing its seriousness and the need for you to immediately remedy the problem. Following the conversation, your supervisor will write a memo to you summarizing the discussion. The original memo will go to you and copies will be routed to your Department Head and the Office Manager to be placed in your personnel file.

Written warnings will include the reasons for the manager's dissatisfaction and any supporting evidence. You will have an opportunity to submit a written memorandum in defense of your actions and to rebut the opinion of your supervisor at the time the written warning is issued. Your written response must be submitted within five (5) days of your receipt of the Written Warning, via the chain of command, to your Department Head, who will review it and transmit it to the Office Manager for placement in your file.

#### **2.4.6 Step Three - Suspension Without Pay**

If your performance does not improve within a reasonable period (once again, depending on the circumstances) following a Written Warning, or if you are again in violation of any BCPO practice, rule or standard of conduct, you may be placed on Suspension Without Pay status, which is the next to last step of the BCPO's disciplinary system (prior to actual dismissal).

Suspension Without Pay status is a disciplinary suspension of from one to five work days. Employees on Suspension Without Pay status will spend the period of suspension away from work, but they are subject to all rules and regulations of the BCPO while in this status. They should also be deciding, while in this status, whether they will correct the immediate problem and conform to all of the BCPO's practices, rules and standards of conduct, or whether they will resign and terminate their employment here.

If you are placed in this status and your decision is to return to work and abide by the BCPO's practices, rules and standards of conduct, your supervisor will write a letter to you explaining your commitment and the consequences of failing to meet this commitment. You will be required to sign the letter to acknowledge receipt. A copy of the letter will be routed to senior managers in your chain of command and be placed in your personnel file. You will be permitted to respond in writing within five (5) days of your receipt of this letter to explain your position in the matter. You may attach any written supporting evidence to your letter, which will all be placed in your personnel file.

The BCPO will comply will all reporting requirements of the New Jersey Department of Personnel (NJDOP) for classified employees.

The imposition of Suspension Without Pay status is intended to strongly communicate the seriousness of the situation. It provides time for the employee to think about the consequences of his/her conduct, it reinforces the authority of the manager and it should serve as sufficient notice to the affected employee that, "your job is at risk." You will be allowed to return to work with the understanding that if a positive change in behavior does not occur, or if another disciplinary problem occurs within the next 12 months (or a serious violation occurs at any time), you will be terminated. If you are unwilling to make such a commitment, you may be terminated.

Note: Exempt employees will not be suspended without pay; rather, any exempt employee for whom the imposition of this disciplinary action would be appropriate will be suspended with pay; or will be subject to some other disciplinary action permitted under the law. This restriction as to exempt employees is legally required to preserve the exempt status of said employees.

#### **2.4.7 Step Four - Dismissal**

Employment with the BCPO is "at will" for most employees in that it can be terminated with or without cause and with or without notice at any time, at the option of either the Bergen County Prosecutor or yourself, except as otherwise provided by law. If your performance is unsatisfactory due to a poor attitude, lack of ability, failure to abide by the BCPO rules or failure to fulfill the requirements of your job, you may be advised of the problem and may be given an opportunity to correct it before actual dismissal from employment takes place. If satisfactory change does not occur, you may be dismissed without any further intermediary action. Some infractions of a more serious nature may result in immediate dismissal.

Note: Under certain circumstances, for infractions that would ordinarily justify an employee's termination, the Prosecutor may elect, with the consent of the affected employee, to impose some other punishment or penalty in lieu of dismissal. Such other penalties might include suspensions without pay for periods in excess of five (5) days and up to sixty (60) days, forfeiture of accumulated vacation days or CTO time, demotion in rank, reduction in pay or such other penalty as the parties may agree upon.

#### **2.4.8 Employee's Limited Right to a Hearing Prior to Certain Disciplinary Actions**

There is no right to a hearing prior to the imposition of an Oral Warning, a Written Warning or a Suspension Without Pay for up to three days or less. Nevertheless, any employee who is subject to one or more of these disciplinary actions will, ordinarily, be given an opportunity to explain his or her actions to the supervisor conducting the disciplinary action. In other words, the disciplined employee will have a chance to be heard and to place any written response he or she wishes into the file on the matter; however, there is not a right with these lesser disciplinary actions to a full hearing of the scope that would involve a separate Hearing Officer, witnesses, legal representation, etc.

The employee's immediate supervisor, or manager or Department Head has the authority to conduct the oral warning procedure or the written warning procedure. Only the employee's Department Head may impose a suspension without pay for one to three days.

In the event disciplinary charge(s) are brought against an employee and the imposition of a penalty more serious than a three day suspension without pay is likely (because of the nature of the offense or the employee's prior disciplinary record) should the employee be found guilty of the allegation(s), the affected employee will be entitled to receive written notice of those formal charges and, if requested, a hearing into those charges.

Any such written notice of charges should be served upon the subject employee within ten days after the completion of any investigation or inquiry into the matter. The person bringing the charge(s) will give, in clear and concise language, details of the infraction(s) and will identify the rule(s), regulation(s), order(s), directive(s), policy or policies, procedure(s) or section(s) of this Manual which were allegedly violated by the employee. The offending employee will be served with a copy of the charges, and copies of same will also be given to the subject employee's supervisor, intermediate managers, Department Head, Chief, Office Manager, First Assistant Prosecutor and Prosecutor.

Note: A copy of the formal charges will not be placed in the employee's personnel file until such time that a guilty plea or guilty finding is entered in the matter. If and when that occurs, all relevant documents pertaining to the matter, in the opinion of the Prosecutor or his/her designee, will be placed in the subject employee's personnel file.

Within five (5) days of his/her receipt of written notice of the charge(s), the subject employee shall submit his/her written plea to the charges. The plea shall be either "guilty", "guilty with an explanation" or "not guilty".

If a plea of guilty is entered, no hearing is required unless the Prosecutor so orders; the Prosecutor or his/her designee will impose the penalty without further delay. Once the subject employee has been informed in writing of the penalty imposed as a result of his/her plea of guilty, the subject employee shall have three (3) working days in which to either accept or reject, in writing, the penalty imposed as a result of the guilty plea. If the employee fails to submit his/her written acceptance or rejection of the penalty imposed within the three (3) working day time period, the penalty will be deemed to have been accepted. If the employee accepts the penalty imposed (or fails to respond to the penalty notification within the specified time period), no further action is required except for the implementation of the penalty. If the employee rejects the penalty imposed as a result of the guilty plea, the guilty plea will be considered withdrawn and the Prosecutor will schedule a hearing into the charges. Upon a finding of guilty by the Hearing Officer, the original penalty or a lesser penalty or a more severe penalty may be imposed.

If a plea of guilty with an explanation is entered, the Prosecutor or his/her designee shall listen to the employee's explanation and shall then impose the penalty, without the necessity for any further hearing unless the Prosecutor deems a hearing to be warranted.

If a not guilty plea is entered, the employee shall submit, with the plea, a detailed report giving his/her explanation of the

facts and circumstances surrounding the charges. Upon receipt of the employee's not guilty plea and report, the Prosecutor will schedule a hearing, to be held within the next ten working days.

The hearing shall be conducted before the Prosecutor or his/her designee. The employee may have an attorney or a representative of his/her union, if any, present at the hearing and shall be entitled to cross-examine witnesses who testify at the hearing. Strict rules of evidence will not apply to this hearing, and the Hearing Officer shall have the right to admit any evidence which in his/her sole discretion is worthy of consideration.

The Prosecutor may appoint any senior member of his/her staff or any other official to serve as the Hearing Officer in the matter; any legal member of his/her staff may be appointed to serve as the prosecutor of the charge(s). A stenographic or taped record of the proceedings will be made. The Hearing Officer will conduct the hearing, rule on the admissibility of evidence in the matter and otherwise preside at the hearing. At the conclusion of the hearing, or within a reasonable time thereafter, the Hearing Officer shall issue a verdict as to all charges and shall impose fair and appropriate punishment.

Penalties that may be imposed for serious disciplinary infractions (that are confirmed as a result of the employee's plea of guilty to the charges or a finding of guilty after a hearing) are as follows: oral or written warning; letter of reprimand; paid or unpaid suspension from duty for up to six months; forfeiture of pay; forfeiture of vacation, personal or compensatory time; extra duty assignments without benefit of overtime pay; demotion or reduction in rank; and dismissal. Any of these penalties may be imposed singly or in combination.

If the Prosecutor appoints someone other than himself/herself to act as the Hearing Officer, an employee found guilty of one or more of the charges may appeal any such finding to the Prosecutor. Any such appeal must be filed in writing, with copies to the Hearing Officer and the person prosecuting the matter, within five (5) days of the finding of guilt and imposition of penalty by the Hearing Officer. Upon such appeal, the Prosecutor shall issue a finding in the matter within ten (10) days of receipt of all of the filed papers and the transcript of the hearing. Any appeal taken from the final determination of the Prosecutor shall be in accordance with applicable law.

If the punishment imposed by any Hearing Officer (other than the Prosecutor) is the dismissal of the employee from his/her employment with the BCPO, the Prosecutor, within five (5) days of the verdict being announced, must review and approve such penalty prior to its taking effect. The employee will be suspended without pay until such review by the Prosecutor takes place. (If the

Prosecutor acted as Hearing Officer in the matter, any punishment of dismissal from employment shall take effect immediately.)

Remember, for all "at will" unclassified employees, there is no right to a hearing or to any other procedure prior to termination of employment.

No employee who is the subject of a BCPO internal investigation (or who is involved in such investigation in any way) may disclose or discuss such departmental charges with the Press or other media, unless the public interest is at stake and then only with the express written permission of the Prosecutor.

Note: See Internal Affairs section below and Internal Affairs Policies and Procedures set forth in Appendix V to this Manual.

#### 2.4.9 Suspension Pending Investigation

Whenever a serious offense has occurred or is alleged to have occurred, the BCPO has the option of suspending the subject employee with pay pending an investigation into the matter. This investigation should begin as soon as practicable after the alleged commission of the serious disciplinary infraction. It must be emphasized that this step is completely optional, at the discretion of the BCPO. It may be used when a "crisis situation" develops or whenever time is needed to fully investigate any matter or at any time the BCPO management feels a suspension with pay is warranted.

If you commit or are alleged to have committed any of the actions listed below, or any other action not specified but similarly serious, you may be suspended without pay pending the investigation of the situation. Following the investigation you may be reinstated and may have all withheld pay restored to you if you are found to be innocent of the charge(s). Following the investigation, you may also be terminated without any previous disciplinary action having been taken. Only the Prosecutor has a right to terminate the employment of any employee or to suspend any employee without pay pending the results of an investigation.

1. Theft
2. Falsification of BCPO records
3. Violation of any provision of the BCPO Code of Ethics
4. Threat of, or the act of doing bodily harm to another
5. Willful or grossly negligent destruction of property
6. Illegal use and/or possession of intoxicants, drugs or narcotics
7. Gross neglect of duty
8. Willful refusal to perform assignment or to follow a direct order

#### **2.4.10 Disciplinary Forms**

See Appendix E for sample copies of forms that are suggested for use by supervisors in their implementation of the provisions of this disciplinary section. These sample forms are not mandatory, but are presented here as examples of the types of forms and notices that should be given. They may be photocopied and used by supervisors as needed. Supervisors may utilize other forms and notices, but are cautioned to insure that the information conveyed is substantially the same.

#### **2.4.11 Internal Affairs**

It is important that the BCPO have Internal Affairs guidelines in place, not only to deal with complaints of employee misconduct (particularly complaints emanating from private citizens and other agencies), but also to apprise BCPO employees of what they can expect should they ever become involved in an Internal Affairs matter, either as a witness or as a subject of an investigation. Appendix V to this Manual contains the BCPO Internal Affairs Policies and Procedures, along with suggested forms to be used under various circumstances. It must be remembered that the information is in the nature of guidelines which are subject to modification at the discretion of the Prosecutor. These guidelines are not meant to detract from or negate any of the disciplinary procedures set forth in this chapter or section; rather, they are designed to supplement those procedures whenever senior management of the BCPO feels it is necessary to do so by the involvement of the Internal Affairs (I.A.) Unit. This I.A. Unit will ordinarily be utilized, in particular, for disciplinary matters of a more serious nature and for complaints made by the public.